

Serial No.: 10/542,977
Docket No.: 28971.0136

REMARKS

Claims 1-10, as amended, remain herein.

1. Claims 1-5, 9 and 10 were rejected under 35 U.S.C. §102(b) over Jenkins U.S. Patent 4,602,399. Claim 9 is canceled without prejudice or disclaimer.

Jenkins discloses a bridge transporting and launching trailer. Jenkins' bridge transporter is a trailer 10 that includes a trailer hitch 22 mounted to a trailer frame 16. Jenkin's trailer 10 is not self-propelled. Jenkin's trailer 10 is towable only. Trailer 10 can move only if it is towed by another vehicle 14, like a tank. Note that trailer 10 has all four main tires 58 located at the rear portion of trailer 10. Thus, trailer 10 cannot move unless a vehicle 14 lifts the other end of trailer 10 having hitch 22 off the ground. Further, Jenkins discloses that it is trailer 10 that has the means to deploy and retract bridge 12. Thus, Jenkins does not disclose a bridge carrying vehicle comprising a remote-controlled self-propelled platform having means to deploy and retract a bridge as claimed by applicants.

For all of the foregoing reasons, Jenkins does not disclose all elements of applicants' claimed invention and therefore is not a proper basis for a §102(b) rejection thereof. Nor is there any disclosure or teaching in Jenkins that would have suggested applicants' claimed invention. Thus reconsideration and withdrawal of this rejection, and allowance of all claims 1-5, 9 and 10 are respectfully requested.

2. Claims 6-8 were rejected under 35 U.S.C. §103(a) over Jenkins and Dix U.S. Patent 3,811,147.

Serial No.: 10/542,977
Docket No.: 28971.0136

Claims 6-8, which depend upon claim 1, are allowable for at least the same reasons discussed above with respect to claim 1.

Dix does not supply what is missing from Jenkins. Dix discloses a mobile roadway repair unit including a repair module unit that includes a remote control unit 22, but not a bridge carrying vehicle comprising a remote-controlled self-propelled platform having means to deploy and retract a bridge, as claimed by applicants.

Further, the Dix control unit 22 does not include means for communicating with the repair module 12. Dix discloses only that control unit 22 receives TV signals received from module unit 12 so that workers sitting in control unit 22 can watch the repair work; see Dix, col. 2, lines 11-15 and col. 4, lines 25-45. Dix does not disclose that control unit 22 sends any communications to module unit 12. Thus, Dix does not disclose a control post located at a distance from said platform comprising means to communicate with said platform.

Thus, there is no disclosure or teaching in either of Jenkins or Dix that would have suggested applicants' claimed invention to one of ordinary skill in this art. Further, there is no disclosure or teaching in either Jenkins or Dix that would have suggested the desirability of combining any portions thereof effectively to anticipate or suggest applicants' claimed invention. Withdrawal of this rejection of claims 6-8 and allowance of the same are therefore respectfully requested.

Serial No.: 10/542,977
Docket No.: 28971.0136

Accordingly, the application is now fully in condition for allowance and a notice to that effect is respectfully requested. The PTO is hereby authorized to charge/credit any fee deficiencies or overpayments to Deposit Account No. 19-4293 (Order No. 28971.0136). If further amendments would place this application in even better condition for issue, the Examiner is invited to call applicant's undersigned attorney at the number listed below.

Respectfully submitted,

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